UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

	X	
In re	: :	Chapter 11
LEHMAN BROTHERS HOLDINGS INC., et al.,	: :	Case No.: 08-13555 (JMP)
Debtors.	: :	(Jointly Administered)
	:	

NOTICE OF PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY PURSUANT TO FRBP RULE 3001(e)(2)

1. TO: Deutsche Bank AG, London Branch

Winchester House

1, Great Winchester Street

London EC2N 2DB

England

Attn: Michael Sutton

2. Please take notice that CHF 6,378,000.00 of your claim against Lehman Brothers Holdings Inc., identified by XS0186243118 arising from and relating to Proof of Claim No. 55829 (attached as Exhibit A hereto), has been transferred to:

Silver Point Capital Fund, L.P. ("<u>Transferee</u>") c/o Silver Point Capital, L.P. 2 Greenwich Plaza, First Floor Greenwich, CT 06830 Attn: Frederick H. Fogel

An executed "Evidence of Transfer of Claim" is attached as $\underline{\text{Exhibit B}}$ hereto. All distributions and notices regarding the transferred portion of the claim should be sent to the Transferee at the above address, with a copy to:

Davis Polk & Wardwell LLP ("<u>Davis Polk</u>") 450 Lexington Avenue New York, NY 10017-3904 Fax: 212-701-5800

Attn: Eric Ruiz

- 3. No action is required <u>if you do not object</u> to the partial transfer of your claim. However, **IF YOU OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN 21 DAYS OF THE DATE OF MAILING OF THIS NOTICE, YOU MUST**:
- -- FILE A WRITTEN OBJECTION TO THE TRANSFER with:

United States Bankruptcy Court Southern District of New York Attn: Clerk of Court Alexander Hamilton Custom House One Bowling Green New York, NY 10004-1408

- -- SEND YOUR OBJECTION TO THE TRANSFEREE WITH A COPY TO DAVIS POLK.
- -- Refer to **INTERNAL CONTROL NO. XS0186243118** in your objection and any further correspondence related to this transfer.
- 4. If you file an objection, a hearing will be scheduled. IF YOUR OBJECTION IS NOT TIMELY FILED, THE TRANSFEREE WILL BE SUBSTITUTED FOR THE TRANSFEROR ON OUR RECORDS AS A CLAIMANT IN THIS PROCEEDING FOR THE TRANSFERRED PORTION OF THE CLAIM.

CLERK
FOR CLERK'S OFFICE USE ONLY:
This notice was mailed to the Transferor, by first class mail, postage prepaid on, 2011.
INTERNAL CONTROL NO. XS0186243118
Copy: (check) Claims Agent Transferee Debtors' Attorney
Clerk of the Court

EXHIBIT A

Lehman Brothers		•		URITIES PROGRAMS OF OF CLAIM
In Re:	Holdings Inc., et al.,	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USB(Lehman	C - Southern District of New York Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000055829
based on Lehr	m may not be used t nan Programs Secur hman-docket.com as			
Name and addres Creditor)	s of Creditor: (and name	and address where notices should be	sent if different from	Check this box to indicate that this claim amends a previously filed claim.
Credit Suisse				Court Claim Number:(If known)
See Attached Ric	der			Filed on:
Telephone numb	er: E	mail Address:		
		be sent (if different from above)		Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone numb	er: E	mail Address:		
Programs Securit and whether such dollars, using the you may attach a Amount of Clair	ies as of September 15, 2 claim matured or becam exchange rate as applica schedule with the claim m: \$ See Attached Rider pox if the amount of claim	2008, whether you owned the Lehman refixed or liquidated before or after Suble on September 15, 2008. If you are amounts for each Lehman Programs (Required) In includes interest or other charges in	n Programs Securities on Septem September 15, 2008. The claim is e filing this claim with respect to Security to which this claim rela n addition to the principal amour	the amount owed under your Lehman aber 15, 2008 or acquired them thereafter, amount must be stated in United States of more than one Lehman Programs Security, tes. It due on the Lehman Programs Securities.
this claim with re which this claim	espect to more than one I relates.		attach a schedule with the ISINs	for the Lehman Programs Securities to
appropriate (each from your accounthan one Lehman relates.	n, a "Blocking Number") ntholder (i.e. the bank, br n Programs Security, you	for each Lehman Programs Security toker or other entity that holds such so may attach a schedule with the Block	for which you are filing a claim. ecurities on your behalf). If you king Numbers for each Lehman	epository blocking reference number, as You must acquire a Blocking Number are filing this claim with respect to more Programs Security to which this claim other depository blocking reference
See Attached Ric	der	(Requir	·ed)	
you are filing this accountholder (i. numbers. Accountholders	s claim. You must acqui e. the bank, broker or oth Euroclear Bank, Clear	ar Bank or other depository participal re the relevant Clearstream Bank, Eu	nt account number related to you roclear Bank or other depository a your behalf). Beneficial holder	or Lehman Programs Securities for which participant account number from your s should not provide their personal account
See Attached Ri	der	(Require	d)	
consent to, and a disclose your ide	re deemed to have author ntity and holdings of Lel as and distributions. Signature: The person	eam Bank or Other Depository: Brized, Euroclear Bank, Clearstream Brized, Euroclear Bank, Clearstream Brized	ank or other depository to tors for the purpose of and print name and title, if any,	OCT 2 9 2009
10/20/09	number if different fro any Martika Ste	person authorized to file this claim a method the notice address above. Attach continue the first that the second	ppy of power of attorney, if birector	EPIQ BANKRUPTCY SOLUTIONS, LLC
Penalty	or presenting frauduler	nt claim: Fine of up to \$500,000 or in	mprisonment for up to 5 years, o	r potn. 18 U.S.C. §§ 152 and 3571

RIDER TO PROOF OF CLAIM FILED ON BEHALF OF Credit Suisse against LBHI (Lehman Programs Securities)

- 1. In accordance with the Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form [Docket 4271] dated July 2, 2009 and the Notice of Deadlines for Filing Proofs of Claim Based on Lehman Programs Securities dated July 27, 2009, Credit Suisse ("CS") files this claim against Lehman Brothers Holdings, Inc. ("LBHI") based on the Lehman Programs Securities ("LPS", whether used in the singular or plural) contained in Schedule I. Schedule I lists the International Securities Identification Number, Depository Participant Account Number, and Depository Blocking Reference Number for each LPS related to this claim.
- 2. As the LPS are booked either in units or nominal amounts in the relevant depository systems, CS has provided the number of units or nominal amounts held for each LPS in Schedule I in lieu of claim amounts. CS reserves the right to amend this proof of claim at a later date to specify claim amounts in United States dollars.
- 3. CS reserves the right to amend, modify or supplement this proof of claim in any manner, for any purpose and at any time.
- 4. CS reserves the right to assert and file any and all additional claims of whatever kind or nature that it has or may hereinafter have against LBHI.
- 5. CS reserves the right to set-off any claim set forth in this proof of claim against any claim that LBHI or the LBHI estate has or may assert against CS.
- 6. CS reserves all rights it has or may have in the future against LBHI. This proof of claim is not intended as (a) a waiver or release of any rights of CS against LBHI (or any of its affiliates) not asserted in this proof of claim, (b) a consent by CS to the jurisdiction of

this Court with respect to the subject matter of the claims set forth herein or to this Court's hearing, determining or entering orders or judgments in any proceedings on this proof of claim, (c) a waiver of the right of CS to trial by jury in any proceedings so triable in these cases or any controversy or proceedings related to these cases or (d) an election of remedies.

- 7. No judgment has been rendered on the claims set forth in this proof of claim.
- 8. No payments on the claims set forth in this proof of claim have been made by the debtor.

9. All notices concerning this proof of claim should be sent to:

Credit Suisse 1 Madison Avenue New York, NY 10010 Attn: Allen Gage Ph: (212) 538-9137

With a copy to:

Ph: (212) 474-1135

Cravath, Swaine & Moore LLP Worldwide Plaza 825 Eighth Avenue New York, NY 10019 Attn: Richard Levin $\mbox{`08-13555-mg}$ Doc 20519 Filed 10/01/11 Entered 10/01/11 15:53:49 Main Document Pg 8 of 20

SCHEDULE I

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	Schweiz	
	Sulse	-
	Credit	
	Entity :	
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		rotal Holdings at ea	otal Holdings at each (Sub-)Custodlan		Euroclear Bank S.A.	3.A.		SIX SIS AG	AG
	Denominational	-		Ac	Account No. 94285	385	_	Account No. 20004518	20004518
NISI	Currency	Nominai	Units	Nominal	Units	Blocking No. Nominal		Units	Blocking No.
XS0176153350	EUR	1,352,000	•	1,352,000	1	9494541	1	,	•
XS0178969209	EUR	151,000	•	151,000		9494542	t		•
XS0211093041	EUR	30,000	-	30,000	•	9494543	+		•
XS0335964648	EUR	3,638,000	•	3,638,000	-	9494544	•	-	•
XS0336151088	EUR	7,644,000	-	7,644,000	•	9494545	•	t	•
XS0282978666	EUR	3,337,000	•	3,337,000	-	9494546	•		
XS0301813522	nsp	6,790,000	•	6,790,000	•	9484547	ı	•	•
XS0335352877	asn	1	1,600	•	1,600	9494548	1	-	
XS0203783526	nso	5,230,000	,	5,230,000	-	9494549	•	•	
ANN521331184	asn	-	707	•	524	9494550		183	CA16261
XS0312480196	JPY	297,000,000	-	297,000,000		9494551	•	,	
XS0325369725	nsp	8,692,000	•	8,692,000	-	9494552	•		
XS0339537804	nsp	7,998,000	•	7,998,000	•	9494553	•	-	
XS0335394879	ЛРҮ	310,000,000	-	310,000,000		9494554	•	-	•
XS0202417050	EUR	6,000	•	6,000		9494555	•		*
XS0186883798	nsp	43,582,000	•	43,582,000	•	9494556	•	•	•
XS0187966949	nsp	19,152,000		19,152,000		9494557	•	•	•
XS0204933997	asn	16,281,000	-	16,281,000		9494558	•		1
XS0235227302	EUR	•	383	1	383	9494559			1
XS0250879763	asn	1,150,000		1,150,000		9494560	•		
XS0266486025	usp	2,183,000	r	2,183,000		9494561	•	1	
XS0268033908	EUR	2,475,000	ı	2,475,000		9494562		١	
XS0274985828	nsp	5,655,000	•	5,655,000	1	9494563	1	٠	•
ANN5214A3502 USD	asn	t	4,450	1	4,450	9494564			
ANN5214A8634	asn	•	1,000		1,000	9494565	-		t
XS0303746571	EUR	3,538,000	•	3,538,000	•	9494566	•		•
XS0332645422	nsp	390,000	•	390,000	•	9494567	•	•	•
XS0337685670	nsp	2,867,000	•	2,867,000	-	9494568	_		
XS0346699613	nsp	1,000,000	•	1,000,000		9494569	•	1	
XS0347732892	nsp	7,605,000	•	7,605,000	•	8494570	*	•	-
XS0351272322		251,000	•	251,000	-	9494571	-	1	•
XS0360599665	EUR	150,000	•	150,000	•	9494572		-	ŧ
XS0213899510	EUR	411,000	•	411,000	-	9494573	•	•	•
XS0246082043	EUR	3,498,000	•	3,498,000	1	9484574	•	•	
XS0258947745	Eur	•	960'9	•	6,036	9494575	ı	1	•
XS0290294742	EUR	•	265	•	265	8484576			
ANN5214A8303	CHF	•	7,409	•	7,409	9494577		4	
DE000A0N6GH8EUR	gEUR	•	30	1	30	9494578	•	-	•
XS0307745744	EUR	1,350,000		1,350,000		9494579	-	•	•
XS0335137120	EUR	•	20		20	9494580	•	•	
XS0186243118	CHF	42,309,000	•	42,309,000	•	9494581	•	ı	•

XS0267329307	E E	•	909'9		9,656	2004646	1		1
ANN5214A7560 EUR	EUR	•	800	•	800	9494583	•	-	
CH0026915527	CHF	4,555,000	-	•	-	-	4,555,000	•	CH100164SUWA42-45
CH0026985082 CHF	CHF	41,845,000	•		,	•	41,845,000	•	CH100164SUWA42-46
CH0027120663	CHF	000'009		•	•	'	000'009	١.	CH100164SUWA42-47
CH0027120671	CHF	175,000			,	•	175,000	,	CH100164SUWA42-48
CH0027120689	EUR	214,000	,		٠	. 1	214,000	•	CH100164SUWA42-49
CH0027120798	C.F.	20'000	-	·	-		50,000		CH100164SUWA42-50
CH0027120812	CHF	315,000	•	•	•	•	315,000		CH100164SUWA42-51
CH0027120820	EUR	107,000	1	•	•		107,000		CH100164SUWA42-52
CH0027120846	EUR	10,000	ı	•		•	10,000	,	CH100164SUWA42-53
CH0027120887	CHF	65,000	,	•	•	•	65,000	١.	CH100164SUWA42-54
CH0027120978	EUR	182,000			,		182,000		CH100164SUWA42-56
CH0029197158	CHF	11,790,000	,			'	11,790,000		CH100164SUWA42-59
CH0043088621	CHF	112,000		•	ı		112,000		CH100164SUWA42-61
CH0043088647	EUR	25,000		•	•	,	25,000		CH100164SUWA42-62
CH0043088654	OSD	20,000		1		,	20,000	1	CH100164SUWA42-63
CH0036891395	EUR	25,000	,	•		•	25,000	١.	CH100164SUWA42-64
XS0210433206	EUR	466,000		466,000	ļ	9494584		,	1
XS0210414750	GBP	1,540,000		1,540,000	1	8494585		ļ -	
XS0224346592	EUR	1,040,000	•	1,040,000	1	9494586	•		•
XS0229269856	EUR	1,426,000	•	1,426,000	,	9494587	•		•
XS0252834576	EUR	9,197,000	•	9,197,000		9494588	•	•	
XS0326978102	asn	900,009		000,009	,	8494589		,	•
XS0302356737	EUR	•	6,575	•	6,575	9494590	•	1,	
XS0339537390	EUR	9,264,000	-	9,264,000	,	8494591	t	٠	
\neg	EUR	167,000		167,000	•	9494592			•
1	CHF	6,430,000	,	6,430,000	-	9494593	•	,	•
- 1	EUR	10,000	•	10,000	1	9494594	•		•
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\neg	OSD	1,580,000	r	1,580,000	1	9494596	1	•	
	분	•	4.370	•	4,370	9494597	•	'	
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	OSD	2,443,000	ı	2,443,000	'	9484599	•	'	*
\neg	asn	4,278,000	•	4,278,000	•	9494600		,	•
	EUR	1,926,000	•	1,926,000		8494601	•	•	*
_1		•	4,765		4,785	9494602			3
\neg	OSD	442,000	•	442,000	•	9494603	1	•	
	CHF	6,262,000	1	6,262,000	•	9494604	•	•	•
	EUR	5,759,000		5,759,000	•	9494605	,		•
	asn	7,335,000	•	7,335,000		9494606			
XS0329812084	CHF	2,597,000	•	2,597,000	-	9494607	•		
CH0034783651	EUR	20,000	•	•	•	•	20,000	•	CH100164SUWA42-89
CH0034783638	CHF	150,000		•	•	-	150,000	•	CH100164SUWA42-90
CH0034783693	EUR	25,000	•	ı	•		55,000	,	CH100164SUWA42-91
	CHF		12,159	-	12,159	9494608		ı	
XS0213416141	EUR	000'099	•	660,000	•	9494609	•		•
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XS0283914637	λdΓ		1,850	-	1,850	9494655	•	-	
	CHF	50,000	•		,	•	50,000		CH100164SUWA42-145
XS0345288459	OSD	313,000	-	313,000	•	9494656	•		•
CH0027120986	CHF	176,000	•	·			176,000		CH100164SUWA42-147
XS0261032238	CHF	•	1,050	•	1,050	9494657	•		•
CH0027120770	EUR	•	20		•	,	•	50	CH100164SUWA42-149
XS0306179168	CHF		100	•	100	9494658	1	,	
XS0324890440	CHF	675,000		675,000		9494659	1	١.	1
XS0270987547	EUR	107,000	-	107,000	٠	9494660		-	
XS0220326408	CHF	312,000	•	312,000	,	9494661			•
XS0228154158	CHF	1,030,000	,	1,030,000	ľ	9494662	1	•	1
XS0300658597	CHF	140,000	•	140,000	١	9494663		-	
XS0207361865	nsp	•	752	,	752	9494664			1
XS0307355445	CBK	225,700,000	•	225,700,000	ı	9494665	ı		1
XS0214633967	EUR	40,000		40,000		9494666			1
XS0238337439	EUR	120,000		120,000	ı	9494667	,		1
CH0034774510	CHE	•	20				•	20	CH100164SUWA42-160
XS0290588572	EUR	30,000		30,000	,	9494668			3
XS0248142894	EUR	10,000	1	10,000	,	9494669		,	1
CH0036891429	EUR	747,000			,		747,000		CH100164SUWA42-163
XS0251909478	CHE	-	185	•	185	9494670	•		1
XS0340696468	EUR	830,000	,	830,000		9494671			7
XS0326427480	CHF	210,000		210,000	•	9494672	,		1
CH0027120747	EUR	10,000	-	•		,	10,000		CH100164SUWA42-167
CH0036891411	CHF	20,000	٠		1		20,000	ı	CH100164SUWA42-168
XS0163559841	EUR	20,000		20,000	1	9494673		•	
XS0181945972	EUR	2,000	-	5,000		9494674	•	1	•
XS0185655445	EUR	280,000	_	280,000	-	9494675	•		1
XS0189294225	EUR	164,000	1	164,000		9494676	•	-	1
XS0200284247	EUR	2,000	-	7,000	,	9494677	•	•	
XS0208459023	EUR	181,000	•	181,000	1	9494678	ı	•	
CH0027120622	usp	570,000	•	1	•	-	570,000	•	CH100164SUWA42-175
XS0193035358	_	801,000	-	801,000	-	9494679	•		•
CH0027120655		25,000	-	•	,	•	25,000	•	CH100164SUWA42-177
XS0242136413		25,000		25,000		9494680	•	Ł	
CH0027120838		170,000	_		,	'	170,000	-	CH100164SUWA42-179
CH0034783685		35,000			•		35,000	,	CH100164SUWA42-180
XS0213629487		130,000	-	130,000	'	9494681	•		The state of the s
ANN521338114	_	•	7	-	7	9494682	-	1	•
XS0268992145	asn	33,000	-	000'88		9494683	•	•	ŀ
XS0279493398	λdΓ	•	1,900	•	1,900	9494684	•		•
XS0313430463		160,000	-	160,000	,	9494685	•		•
CH0036891148	CHF	1,257,000	•	,	•	٠	1,257,000	-	CH100164SUWA42-186
СН0036891163	吊	488,000	-	,			488,000	•	CH100164SUWA42-187
XS0340756898	asn	460,000	•	460,000	•	9494686	-	-	-
CH0036891262	CAF	757,000	•	•	•	•	757,000	•	CH100164SUWA42-190
CH0036891353	봀	300,000	•	•	•	-	300,000	-	CH100164SUWA42-191
XS0228149075	EUR	457,000		457,000		9494687	•		*

XS0169028700	EUR	1	35	,	35	9494688			
XS0215349357	EUR	58,000	1	58,000	1	9494689			
CH0027120614	CHF	•	20	,	1			20	CH100164SUWA42-195
CH0027120705	nsp	30,000	,				30,000	'	CH100164SUWA42-186
XS0302350888	EUR	000'02		70,000		9494690	•		\$
XS0279424310	CHF	•	2,400	•	2,400	9494691	,		
XS0282843068	CHF	400,000	-	400,000	-	9494692		•	•
XS0353821860	asn	500,000	•	500,000		9494693	-	-	,
XS0222698283	EUR	20,000	-	20,000	-	9494694	,		•
XS0195431613	EUR	55,000		25,000	-	8494695	•	•	•
XS0299141332	GBP	150,000	-	150,000	•	9494696	1		1
XS0232035880	EUR	185,000	ı	185,000	1	9494697		٠.	
ANN521331267	asn	-	7	,	7	9494698	•		
XS0292042255	CHF	2,955,000	•	2,955,000	,	9494699	-	ı	1
CH0036891080	CHF	20,000		•		ı	000'02	,	CH100164SUWA42-207
XS0285837455	asn	170,000		170,000	•	9494700	•		1
XS0251909635	CHF	-	950		950	9494701	•		•
XS0189741001	EUR	673,000		20,000	١	8494702	653,000		CA16259
XS0189741001	EUR	87,000	•		t		87,000		CA16258
XS0225326858	CHF	30,000	•	30,000	,	9494703	,	,	4
XS0336927149	SK	5,500,000	-	5,500,000	•	9494704	-	•	•
XS0324192243	EUR	1,080,000	. 1	1,080,000	•	9494705	,		
XS0349852433	EUR	1,290,000	-	1,290,000	1	9494708	•	*	
ŀ	EUR	1,000,000	•	1,000,000	•	9494707	•	1	k
XS0308734911	asn	1,500,000		1,500,000	•	9494708	•	•	
1		•	1,000	•	1,000	9494709	1		
XS0308274140	OSD	1,050,000	-	1,050,000		9494710	•	-	•
XS0316992154	osn	200,000	1	200,000	1	9494711	1	•	
XS0317417003	osn	1,500,000	-	1,500,000	•	9494712	,	•	1
XS0283189016	OSD	700,000	•	700,000	'	9494713	•	•	
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ANN5214T2438			20,000	•	20,000	9494715	•		•
XS0336019996	EUR	200,000	1	200,000	•	9494716		•	
XS0312435729		1,100,000	ŀ	1,100,000	ı	9494717	•		
XS0290837383		175,000	-	175,000	-	9494718	•	,	6
XS0330422055	HKO	14,000,000	-	14,000,000	•	9494719	•	•	r
CH0027120903	EUR	200,000	-	-		,	200,000		CH100164SUWA42-228
XS0301129549	EUR	750,000	-	750,000		9494720	•	•	
XS0330421321	usp	1,100,000	•	1,100,000	•	9494721	•	,	•
XS0268077780	usp	200,000	ŀ	200,000	•	9494722		•	
ANN5214R5102	EUR	•	2,200	•	2,200	9494723	•		•
ANN5214R4949 EUR	EUR		2,200	•	2,200	9494724	•		1
XS0303759832	asn	600,000		600,000	-	9494725	•	•	ı
XS0309871019	EUR	50,000	•	50,000	•	9494726		,	•
XS0232384868	EUR	245,000	•	245,000	-	9494727	•	,	-
ANN521334311	asn		10	ı	10	9494728	٠	,	•
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XS0258782720	ANN5214R4030	XS0362467150	XS0257022714	XS0328401830	XS0346007320	XS0179304869	XS0340740116	ANN5214T3428	XS0211814123	CH0027120994	CH0027120697	CH0027120754	XS0274445120	XS0308319341	XS0230607524	XS0257101856	XS0322748202	CH0034783644	CH0034783701	DE000A0G4LS9 EUR		XS0346650798		CH0039308652	CH0036891403	XS0333940129	XS0338105801	XS0284611869	XS0321101007	XS0362725540	XS0299642628	ANN5214A6166	XS0320520884	XS0330421834	XS0331399930	XS0276149738	XS0287044969	CH0034783677	XS0326172557	XS0329628829	XS0180153828	XS0328864698	XS0326539102	XS0301568977	XS0331053719	XS0301567227	XS0275725611

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XS0301337225	1	XS0299857234	XS0282866192	XS0302669519	XS0288784944	XS0306153015	XS0301568118	XS0259010022	CH0023638858	XS0308970994		XS0341732658	XS0351254346	XS0312427460	XS0313791567	XS0334382065	XS0342300729	XS0342303582	XS0353557233	XS0340433373	XS0334595138	XS0299103084	XS0326826343	XS0209026805	XS0326730313			XS0277877469	7			XS0207884379	XS0329159221	Т		XS0305085218	ANN5214A6406	CH0036891189	XS0331195932	XS0322927046	XS0329804909	XS0229269856	XS0229584296	XS0252834576	XS0282978686	XS0326006540	VS02220052400

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EXHIBIT B

PARTIAL Transfer of LBHI Claim # 55829 PROGRAM SECURITY

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, DEUTSCHE BANK AG, LONDON BRANCH ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Silver Point Capital Fund, L.P. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) Seller's right, title and interest in and to such portion of Proof of Claim Number 55829 filed by or on behalf of Seller's predecessor-in-title (a copy of which is attached at Schedule 2 hereto) (the "Proof of Claim") as is specified in Schedule 1 hereto (the "Purchased Portion") against Lehman Brothers Holdings, Inc., as guarantor of the Purchased Security (as defined below) and debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Portion, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Portion or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Portion, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Portion, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Portion, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Portion, but only to the extent related to the Purchased Portion, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Portion and specified in Schedule 1 attached hereto.
- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Portion specified in Schedule 1 attached hereto, and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.
 - 4. All representations, warranties, covenants and indomnities shall survive the execution, delivery

DB Ref:7018(3) UK - 67280331.3 and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller.

- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

DEUTSCHE BANK-AG, LONDON BRANCH

Näme! Title:

Ross Miller Director

Name: Title:

ne: Michael Sulton Managing Director

Winchester House I, Great Winchester Street London EC2N 2DB ENGLAND

Attn: Michael Sutton

SILVER POINT CAPITAL FUND, L.P.

Name: -

By:

Frederick H. Foget Authorized Signalory

Silver Point Capital, L.P. 2 Greenwich Plaza

Greenwich, CT 06830

Purchased Portion

30% of Seller's interest in solely that claim that is referenced in line item number 41 of the Proof of Claim with ISIN XS0186243118, as highlighted in the copy of the Proof of Claim attached at Schedule 2 and described below (for the avoidance of doubt, Seller holds 50.249355928% of the claim that is referenced in line item number 41 of the Proof of Claim with ISIN XS0186243118).

Lehman Programs Securities to which Transfer Relates

Notes issued under the Euro Medium- XS0186243118 9494581 Ferm Note Program (MTN1968)	Lehman	Lehman	CHF 6,378,000.60
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Schedule 1-1

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